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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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HARLEM FURNITURE : ECF CASE  
and subrogated cargo insurer, :  
Plaintiffs, : 08 Civ. 589 (GEL)  
: **COMPLAINT**  
- against - :  
M/V "EVER UNIFIC", her engines, tackle, :  
boilers, etc.; EVERGREEN MARINE :  
CORPORATION; :  
Defendants. :  
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Plaintiffs, through their undersigned attorney, allege as follows for their complaint against defendants upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) with respect to the carriage of the subject cargo by sea and falls within the Court's pendent, federal question, ancillary, and supplemental jurisdiction as to the remaining aspects of the claim. Plaintiffs seek recovery for cargo loss and damage caused by defendants' breaches of contract and torts.

2. Plaintiff Harlem Furniture is a corporation organized under the laws of one of the fifty states and sues herein as the consignee and owner of the cargo in suit, and

the holder of the subject bill of lading, and for and on behalf of the subrogated insurer of the cargo, National Liability & Fire Insurance Co., as its interests may appear.

3. Defendant Evergreen Marine Corporation is believed to be a corporation organized under the laws of, and with its principal place of business in, a foreign sovereign.

4. This Court jurisdiction over the *in personam* defendant, who conducts business in the State of New York and the United States as a whole within the meaning of pursuant to Rule 4(k)(2) Federal Rules of Civil Procedure as a common carrier of cargo for hire

5. Upon information and belief the captioned vessel is now, or will be during the pendency of this action, within the admiralty and maritime jurisdiction of this Honorable Court or is otherwise subject to jurisdiction pursuant to Rule 4(k) (2) Federal Rules of Civil Procedure.

6. This action involves loss and damage to a shipment of furniture which moved in container TGHU774256/5 aboard the M/V "EVER UNIFIC", Voyage 0249-063E, from Yantian, China, to Woodridge, Illinois, by way of Tacoma, Washington, as described more fully in Evergreen Marine Corporation bill of lading EISU149700074120 dated on or about January 19, 2007, and others. (Evergreen Ref: UNFC063021TPE/D/06/VS)

7. The aforesaid loss and damage was caused by defendants' recklessness failure to properly load, stow, lash, carry, care for and deliver the subject cargo, and the unseaworthiness of the carrying vessel and container provided by the defendant ocean carrier.

8. As a result of the aforesaid, defendants are liable to plaintiffs as common carriers, bailees and/or warehousemen for hire for damages in the amount of \$34,267.54.

9. Plaintiffs sue herein on their own behalf and as agents and trustees for and on behalf of anyone else who may now have or hereafter acquire an interest in this action.

WHEREFORE, plaintiffs demand judgment against the captioned defendants jointly and severally in the amount of \$34,267.54 in addition to interest at the rate of 9% per annum and the costs of this action and requests that the Court issue its process against the aforesaid vessel in rem.

Dated: New York, New York  
January 23, 2008

LAW OFFICES,  
DAVID L. MAZAROLI

*s/*David L. Mazaroli

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